

1
2
3
4
5
6
7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 TRAVEL ASSETS, INC., d.b.a.
11 SMOKEBUDDY, a Nevada
12 corporation, and Gregg Gorski, an
13 individual,

Plaintiffs,

v.

15 MK4 ACES, INC., a California
16 Corporation, d.b.a. Four Aces
17 Wholesale, Grace Kamar, an
18 individual, and Suhaila Kamar, an
19 individual,

Defendants.

20 Case No.
21 2:23-cv-04695-FLA-MAA

22 **STIPULATED PROTECTIVE**
23 **ORDER**

24
25
26
27
28

1. PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

2. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists, and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information may consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Further, the parties in this action are competitors and there will likely be trade secret and other competitively sensitive information subject to discovery.

1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for and
5 in the conduct of trial, to address their handling at the end of the litigation, and serve
6 the ends of justice, a protective order for such information is justified in this matter.
7 It is the intent of the parties that information will not be designated as confidential for
8 tactical reasons and that nothing be so designated without a good faith belief that it
9 has been maintained in a confidential, non-public manner, and there is good cause
10 why it should not be part of the public record of this case.

11

12 **3. DEFINITIONS**

13 3.1 Action: This pending federal lawsuit (2:23-cv-04695-FLA-MAA).

14 3.2 Challenging Party: A Party or Nonparty that challenges the designation
15 of information or items under this Order.

16 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
17 how it is generated, stored, or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
19 Statement.

20 3.4 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
21 Information or Items: Information (regardless of how it is generated, stored, or
22 maintained) or tangible things that qualify for protection under Federal Rule of Civil
23 Procedure 26(c), and constitute trade secret or otherwise competitively sensitive
24 information as specified above in the good cause statement.

25 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

1 3.6 Designating Party: A Party or Nonparty that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 3.7 Disclosure or Discovery Material: All items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 3.8 Expert: A person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this action.

11 3.9 House Counsel: Attorneys who are employees of a Party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 3.10 Nonparty: Any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.11 Outside Counsel of Record: Attorneys who are not employees of a Party
17 to this Action but are retained to represent or advise a Party and have appeared in this
18 Action on behalf of that Party or are affiliated with a law firm that has appeared on
19 behalf of that Party, including support staff.

20 3.12 Party: Any Party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 3.13 Producing Party: A Party or Nonparty that produces Disclosure or
24 Discovery Material in this Action.

25 3.14 Professional Vendors: Persons or entities that provide litigation support
26 services (for example, photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 3.15 Protected Material: Any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

3 3.16 Receiving Party: A Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5

6 **4. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above) but also any information copied or extracted
9 from Protected Material; all copies, excerpts, summaries, or compilations of Protected
10 Material; and any testimony, conversations, or presentations by Parties or their
11 Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial will be governed by the orders of the trial
13 judge. This Order does not govern the use of Protected Material at trial.

14

15 **5. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order will remain in effect until a Designating Party agrees otherwise
18 in writing or a court order otherwise directs. Final disposition is the later of (1)
19 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
20 final judgment after the completion and exhaustion of all appeals, rehearings,
21 remands, trials, or reviews of this Action, including the time limits for filing any
22 motions or applications for extension of time under applicable law.

23

24 **6. DESIGNATING PROTECTED MATERIAL**

25 6.1 Each Party or Nonparty that designates information or items for
26 protection under this Order must take care to limit any such designation to specific
27 material that qualifies under the appropriate standards. The Designating Party must
28 designate for protection only those parts of material, documents, items, or oral or

1 written communications that qualify so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (for example, to unnecessarily encumber the case-development process or to
7 impose unnecessary expenses and burdens on other parties) may expose the
8 Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items it
10 designated for protection do not qualify for that level of protection, that Designating
11 Party must promptly notify all other Parties that it is withdrawing the inapplicable
12 designation.

13 6.2 Except as otherwise provided in this Order, Disclosure or Discovery
14 Material that qualifies for protection under this Order must be clearly so designated
15 before the material is disclosed or produced.

16 Designation in conformity with this Order requires the following:

17 (a) for information in documentary form (for example, paper or electronic
18 documents but excluding transcripts of depositions or other pretrial or trial
19 proceedings), the Producing Party must affix at a minimum the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
21 ONLY” (hereinafter “Confidentiality Legend”), to each page that contains Protected
22 Material. If only a portion or portions of the material on a page qualify for protection,
23 the Producing Party must clearly identify the protected portion(s) (for example, by
24 making appropriate markings in the margins).

25 A Party or Nonparty that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
28 before the designation, all material made available for inspection must be treated as

1 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” After the inspecting
2 Party has identified the documents it wants copied and produced, the Producing Party
3 must determine which documents, or portions thereof, qualify for protection under
4 this Order. Then, before producing the specified documents, the Producing Party
5 must affix the Confidentiality legend to each page that contains Protected Material.
6 If only a portion or portions of the material on a page qualify for protection, the
7 Producing Party also must clearly identify the protected portion(s) (for example, by
8 making appropriate markings in the margins).

9 (b) for testimony given in depositions, the Designating Party must identify the
10 Disclosure or Discovery Material that is protected on the record, before the close of
11 the deposition.

12 (c) for information produced in some form other than documentary and for any
13 other tangible items, the Producing Party must affix in a prominent place on the
14 exterior of the container or containers in which the information is stored the legend
15 “CONFIDENTIAL.” If only a portion or portions of the information warrant
16 protection, the Producing Party, to the extent practicable, must identify the protected
17 portion(s).

18 6.3 If timely corrected, an inadvertent failure to designate qualified
19 information or items does not, standing alone, waive the Designating Party’s right to
20 secure protection under this Order for that material. On timely correction of a
21 designation, the Receiving Party must make reasonable efforts to assure that the
22 material is treated in accordance with the provisions of this Order.

23 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 7.1 Any Party or Nonparty may challenge a designation of confidentiality at
25 any time consistent with the Court’s scheduling order.

26

27

28

1 7.2 The Challenging Party shall initiate the dispute resolution process, which
2 shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's
3 Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹

4 7.3 The burden of persuasion in any such proceeding is on the Designating
5 Party. Frivolous challenges, and those made for an improper purpose (for example,
6 to harass or impose unnecessary expenses and burdens on other parties), may expose
7 the Challenging Party to sanctions. Unless the Designating Party has waived or
8 withdrawn the confidentiality designation, all parties must continue to afford the
9 material in question the level of protection to which it is entitled under the Producing
10 Party's designation until the Court rules on the challenge.

11

12 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 8.1 A Receiving Party may use Protected Material that is disclosed or
14 produced by another Party or by a Nonparty in connection with this Action only for
15 prosecuting, defending, or attempting to settle this Action. Such Protected Material
16 may be disclosed only to the categories of people and under the conditions described
17 in this Order. When the Action has been terminated, a Receiving Party must comply
18 with the provisions of Section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a manner sufficiently secure to ensure that access is limited to the
21 people authorized under this Order.

22 8.2 Unless otherwise ordered by the Court or permitted in writing by the
23 Designating Party, a Receiving Party may disclose any information or item designated
24 "CONFIDENTIAL" only to the following people:

25
26
27

28 ¹ Judge Audero's Procedures are available at
 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of that Outside Counsel of Record to whom it is reasonably necessary
3 to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses and attorneys for witnesses to whom
17 disclosure is reasonably necessary, provided that the deposing party requests that the
18 witness sign the form attached as Exhibit A hereto and the witnesses will not be
19 permitted to keep any confidential information unless they sign the form, unless
20 otherwise agreed by the Designating Party or ordered by the Court. Pages of
21 transcribed deposition testimony or exhibits to depositions that reveal Protected
22 Material may be separately bound by the court reporter and may not be disclosed to
23 anyone except as permitted under this Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed on by any of the Parties engaged in settlement discussions or
26 appointed by the Court.

27 8.3 Disclosure of "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES
28 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted in

1 writing by the designating party, a receiving party may disclose any information or
2 item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only
3 to the persons listed in 7.2(a) and (c)–(i).

4

5 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
10 ONLY,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification must
12 include a copy of the subpoena or court order unless prohibited by law;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the subpoena
15 or order is subject to this Protective Order. Such notification must include a copy of
16 this Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order should not produce any information designated in this
21 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’
22 EYES ONLY” before a determination on the protective-order request by the relevant
23 court unless the Party has obtained the Designating Party’s permission. The
24 Designating Party bears the burden and expense of seeking protection of its
25 Confidential Material, and nothing in these provisions should be construed as
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
27 directive from another court.

**10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

10.1 The terms of this Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” Such information is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

10.2 In the event that a Party is required by a valid discovery request to produce a Nonparty's Confidential Information in its possession and the Party is subject to an agreement with the Nonparty not to produce the Nonparty's Confidential Information, then the Party must:

(a) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty:

(b) promptly provide the Nonparty with a copy of this Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(c) make the information requested available for inspection by the Nonparty, if requested.

10.3 If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's Confidential Information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request. Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

13. MISCELLANEOUS

13.1 Nothing in this Order abridges the right of any person to seek its modification by the Court.

13.2 By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on

1 any ground not addressed in this Order. Similarly, no Party waives any right to object
2 on any ground to use in evidence of any of the material covered by this Order.

3 13.3 A Party that seeks to file under seal any Protected Material must comply
4 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
5 to a court order authorizing the sealing of the specific Protected Material at issue. If
6 a Party's request to file Protected Material under seal is denied, then the Receiving
7 Party may file the information in the public record unless otherwise instructed by the
8 Court.

9
10 **14. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the same
18 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
19 category, when appropriate) all the Protected Material that was returned or destroyed
20 and affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries, or any other format reproducing or capturing any of the
22 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
23 archival copy of all pleadings; motion papers; trial, deposition, and hearing
24 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
25 reports; attorney work product; and consultant and expert work product even if such
26 materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Order as set forth in Section 5.

1 **15. VIOLATION**

2 Any willful violation of this Stipulated Order may be punished by any and all
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7

8 DATED: February 27, 2024

9

10 /s/R. Joseph Trojan
11 Attorneys for Plaintiffs
12 Travel Assets, Inc., d.b.a. Smokebuddy,
13 and Gregg Gorski

14

15 DATED: February 27, 2024

16

17 /s/Mandana Jafarinejad
18 Attorneys for Defendants
19 MK4 ACES, INC., Grace Kamar, and
20 Suhaila Kamar

21

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23

24 DATED: February 27, 2024

25

26

27

28



MARIA A. AUDERO
U.S. MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on _____ [date] in the case of TRAVEL ASSETS INC., *et al.* v. MK4 ACES, INC., *et al.* (2:23-cv-04695-FLA-MAA). I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: